

Services Agreement
San Pedro Property Owners' Alliance
&
Grand Vision Foundation



This agreement is between the San Pedro Property Owners' Alliance (SPPOA), administrator of the San Pedro Historic Waterfront Business Improvement District (PBID) & Grand Vision Foundation (GVF).

Scope of Services

GVF shall consult, advise, negotiate and enter into entertainment contracts for all performing artists and related talent for SPPOA's Dia de los Muertos Festival to be held on Sunday, November 1, 2015. GVF shall negotiate costs for artist services and insure that all contracted services are completed. All artists recommended by to SPPOA by GVF are subject to approval by SPPOA.

GVF shall contract for the services of a stage manager and be responsible for the supervision of that individual.

GVF shall also coordinate free street entertainment including all performers on the Community stage.

Duration of Services

GVF obligations to consult and advise under this agreement shall continue through November 2, 2015.

Service Agent

Taran Schindler shall be the primary representative of GVF under this agreement. Other representatives may be assigned to perform duties covered by this agreement. SPPOA shall have the right to approve or reject all persons providing services covered by this agreement.

Talent Budget

The talent budget for the 2015 Dia de los Muertos Festival shall not exceed six thousand (\$6,000.00) dollars unless approved in writing by SPPOA.

Management Fees

SPPOA shall pay GVF a fee of two thousand (\$2,000.00) for its services under this agreement. Payment is due within 72 hours after the execution of this agreement.

Talent

All talent, approved by SPPOA, shall be contracted by GVF. GVF shall be responsible for performance and service contracts with all talent. GVF shall obtain, as necessary, federal and state tax identification numbers from performers and other service providers.

GVF shall submit a schedule of talent and total costs to SPPOA at least seven days prior to the event. SPPOA upon approval of GVF's schedule shall make payment to GVF for all talent. GVF shall be responsible for the payment of all fees due to talent. Talent and other service providers contracted by GVF shall be in no way construed to be employees or contractors of SPPOA. Talent and other service providers contracted by GVF shall in no way be construed as employees of GVF.

Assignment

This agreement shall not be assigned by either party without the written consent of the other party.

Jurisdiction and Disputes

This agreement shall be governed by the laws of the State of California. If a section of this agreement is ruled to be in violation of any State or Federal statute, then the remaining provisions of the agreement shall remain in effect.

All parties agree that if a dispute arises as a result in the performance of the terms of this agreement, and that the parties are unable to resolve that dispute, then the disputed item(s) will be submitted to binding arbitration. At the conclusion of the binding arbitration the prevailing party(s) shall be entitled to compensation for its reasonable costs incurred in the arbitration process.

Entire Agreement

This agreement and related attachment represent the entire agreement between the parties. No other claims, assertions, whether expressed orally or implied shall be valid unless in writing and signed by all parties.

Agreed to:

SAN PEDRO PROPERTY OWNERS' ALLIANCE

390 W. 7th Street
San Pedro, CA 90731
Tel: 310.832.2183

Grand Vision Foundation

434 West 6th Street
San Pedro, CA 90731
Tel: 310.833.4813

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

